



ALTERATIONS TO COST-REIMBURSEMENT WITHOUT FEE WITH AN EDUCATIONAL INSTITUTION (COLLEGE OR UNIVERSITY) CONTRACT GENERAL PROVISIONS

The following alterations modify the General Provisions (JPL 4468, R 1/95) incorporated in this Contract and are in addition to any other alterations specified in the Contract Schedule.

ARTICLE GP-2. ORDER OF PRECEDENCE

The following paragraph (d) is added to the Article of this Contract entitled "Order of Precedence:"

- (d) All provisions of this Contract which are required by their terms to be included in subcontracts shall be required by the Contractor to take precedence in the subcontract over any other provisions.

ARTICLE GP-11. ASBESTOS NOTIFICATION

Delete the Article of this Contract entitled "Asbestos Notification," and substitute:

ARTICLE GP-11. ASBESTOS NOTIFICATION

(This Article applies if any of the Contract effort will be performed in JPL-Pasadena buildings.)

Contractor acknowledges receipt of the attached "Asbestos Notification," form JPL 2895, identifying JPL buildings containing asbestos and agrees to distribute the Notice to all its personnel prior to their commencing work in such buildings. Contractor agrees to coordinate with the JPL Safety Operations Section for special asbestos handling instructions to be given to all Contractor's personnel, including subcontractors' personnel, prior to their commencing work, if any, which could disturb asbestos in JPL-controlled buildings. The substance of this Article will be included in all subcontracts issued under this Article for work performed in JPL-Pasadena buildings.

ARTICLE GP-15. SAFETY: ILLNESS AND INJURY PREVENTION PROGRAM

Delete the Article of this Contract entitled "Safety: Illness and Injury Prevention Program," and substitute:

ARTICLE GP-15. INJURY AND ILLNESS PREVENTION PROGRAM

All Contractors whose personnel work at a site in California must establish and implement an effective injury and illness prevention program in compliance with California law.

ARTICLE GP-21. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

In the Article of this Contract entitled "Examination of Records by Comptroller General," delete paragraph (a) and substitute:

- (a) This Article does not apply if this Contract does not exceed \$50,000 and does not apply if this Contract is for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

ARTICLE GP-22. PROHIBITION OF CONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN CONTRACT PERFORMANCE

Delete the Article of this Contract entitled "Prohibition of Contractor Use of Privately Owned Aircraft in Contract Performance," and substitute:

ARTICLE GP-22. PROHIBITION OF CONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN CONTRACT PERFORMANCE

The Contractor, its employees, agents and subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Contract without prior approval of JPL. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Contractor has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries and property damage arising from one accident or occurrence. The Contractor shall be required as a condition of JPL's approval to submit an endorsement naming the Institute as an additional named insured in such aircraft liability insurance policy. The Contractor shall include this provision in any subcontract involving travel subject to JPL approval or requiring that the subcontractor utilize a privately owned (noncommercial) aircraft.

ARTICLE GP-29. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

Delete the Article of this Contract entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation," and substitute:

ARTICLE GP-29. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

- (a) This provision is not applicable to contracts for supplies, materials, or articles ordinarily available in the open market, contracts of \$50,000 or less, contracts to be performed solely within a foreign country, contracts for supplies in connection with which any required services are merely incidental to the contract and do not require substantial employment of laborers or mechanics, and any other contracts exempt under regulations of the Secretary of Labor (29 CFR 5.15).
- (b) Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics (see FAR 22.300 and any corresponding implementing or supplementing provisions in the NFS) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (c) Violation, Liability for Unpaid Wages, and Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (b) of this Article, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (b) of this Article in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (b) of this Article.
- (d) Withholding for Unpaid Wages and Liquidated Damages. Either JPL or the Contracting Officer shall, upon their own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or any other contract with JPL, or any other Federally assisted contract which is subject to the Federal Contract Work Hours and Safety Act which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (c) of this Article.
- (e) Payrolls and Basic Records.
 - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of Contract work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

- (2) The records to be maintained under paragraph (e)(1) of this Article shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Institute, the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (f) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (f) of this Article and also an Article requiring the subcontractors to include these provisions in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (f) of this Article.

ARTICLE GP-39. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

Delete the Article of this Contract entitled "Restrictions on Certain Foreign Purchases," and substitute:

ARTICLE GP-39. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

- (a) Unless advance written approval of JPL and the Contracting Officer is obtained, the Contractor shall not acquire for use in the performance of this Contract:
- (1) Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;
 - (2) Any supplies that are or were located in or transported from or through North Korea, Vietnam, Cambodia, or Cuba; or
 - (3) Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles.
- (b) The Contractor shall not acquire for use in the performance of this Contract supplies or services originating from sources within Iraq, any supplies that are or were located in or transported from or through Iraq, or any supplies or services from entities controlled by the Government of Iraq.
- (c) The Contractor agrees to insert the provisions of this Article, including this paragraph (c), in all subcontracts hereunder.

ARTICLE GP-41. REPORT ON SUBCONTRACTS

Delete the General Provision of this Contract entitled "Report on Subcontracts."

ARTICLE GP-47. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (SB/SDB PLAN)

The Article of this Contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan (SB/SDB Plan)" is altered as follows:

1. In paragraph (a), the revision date "R 1/95" for JPL form 0294 is deleted.
2. Delete paragraph (b), and substitute:
 - (b) If a Plan is required under this Contract, SF 294, "Subcontracting Report for Individual Contracts," is a deliverable which must be submitted by the Contractor to the JPL Negotiator.

ARTICLE GP-48. RESTRICTIONS ON SUBCONTRACTOR SALES

Delete the Article of this Contract entitled "Restrictions on Subcontractor Sales," and substitute:

ARTICLE GP-48. RESTRICTIONS ON SUBCONTRACTOR SALES

- (a) This Article applies only if the basic contract is greater than \$50,000.

- (b) Except as provided in (c) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to JPL or the Government of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- (c) The prohibition in (b) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (d) The Contractor agrees to incorporate the substance of this Article, including this paragraph (d), in all subcontracts under this Contract.

ARTICLE GP-51. RIGHTS IN DATA - GENERAL

The Article of this Contract entitled "Rights in Data - General" is altered as follows:

1. Delete paragraphs (c)(1)(A) and (B), and substitute the following:

- (A) Except as otherwise specifically provided in this Contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this Contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including the Prime Contract number) to the data when such data are delivered to JPL, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. (Acknowledgment shall include a statement that "This work was performed for the Jet Propulsion Laboratory, California Institute of Technology, sponsored by the United States government under Contract NAS7-1260.") For data other than computer software, the Contractor grants to the Government, and in support and furtherance of its Government contract obligations, the Institute, and others acting on their behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and in support and furtherance of its Government contract obligations, the Institute, and others acting on their behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
- (B) If the Government desires to obtain Copyright in computer software first produced in the performance of this contract for which claim to copyright has not been made by the Contractor, the Contracting Officer or the Institute may direct the Contractor to establish, or authorize the establishment of, claim to copyright in said computer software and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

2. Delete paragraph (c)(2), and substitute the following:

- (2) Data Not First Produced in the Performance of This Contract. The Contractor shall not, without prior written permission of JPL, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains the copyright or mask work notice of 17 U.S.C. 401 or 402 or 909, unless the Contractor identifies such data and grants to the Government, and in support and furtherance of its Government contract obligations, the Institute, or acquires on their behalf, a license of the same scope as set forth in subparagraph (c)(1) of this Article; provided, however, that if such data are computer software, the Contractor grants to the Government and in support and furtherance of its Government contract obligations, the Institute, or acquires on their behalf, a paid up nonexclusive irrevocable worldwide license as set forth in subparagraph (g)(3) of this Article if included in this Contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this Contract.

3. Delete paragraph (d)(3), and substitute the following:

- (3) Before the Contractor publishes or releases computer software first produced under this contract, it shall first furnish the Contracting Officer with a copy of such software and a statement as to the circumstances of the publication or release.

4. Delete paragraph (j), and substitute the following:

- (j) Inspection of Data Withheld. The Contractor agrees, except as may be otherwise specified in this Contract for specific data items listed as not subject to this paragraph, that the Contracting Officer, an authorized representative, or JPL may, up to three years after acceptance of all items to be delivered under this Contract, inspect at the Contractor's facility any data withheld pursuant to subparagraph (g)(1) of this Article, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the first-tier subcontractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.